



Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

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**STATE AIR POLLUTION CONTROL BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
STRONGWELL CORPORATION
FOR
STRONGWELL CORPORATION – STRONGWELL HIGHLANDS**

Registration No. 11207

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code §§ 10.1 – 1309, and - 1316, between the State Air Pollution Control Board and Strongwell Corporation, for the purpose of resolving certain violations of the Virginia Air Pollution Control Law and the applicable permits and regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meanings assigned to them below:

1. “Board” means the State Air Pollution Control Board, a permanent citizens’ board of the Commonwealth of Virginia as described in Va. Code §§ 10.1-1184 and - 1301.
2. “Department” or “DEQ” means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.
3. “Director” means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
4. “Facility” means the Strongwell Corporation facility, located at 26770 Newbanks Road, Abingdon, Washington County, Virginia, which operates a fiberglass

reinforced plastic products manufacturing facility.

5. “Notice of Violation” or “NOV” means a type of Notice of Alleged Violation under Va. Code § 10.1-1309.
6. “Order” means this document, also known as a “Consent Order” or “Order by Consent,” a type of Special Order under the Virginia Air Pollution Control Law.
7. “PCE” means a partial compliance evaluation by DEQ staff.
8. “Permit” means a Title V Permit to operate a fiberglass reinforced plastics manufacturing facility which was issued under the Air Pollution Control Law and the Regulations to Strongwell Corporation, effective August 17, 2015 (amended June 2, 2016).
9. “Regulations” or “Regulations for the Control and Abatement of Air Pollution”, means 9 VAC 5 chapters 10 through 80.
10. “Strongwell Corporation” means Strongwell Corporation, a corporation authorized to do business in Virginia and its affiliates, partners, subsidiaries, and parents. Strongwell Corporation is a ‘person’ within the meaning of Va. Code § 10.1-1300.
11. “SWRO” means the Southwest Regional Office of DEQ, located in Abingdon, Virginia.
12. “Va. Code” means the Code of Virginia (1950), as amended.
13. “VAC” means the Virginia Administrative Code.
14. “Virginia Air Pollution Control Law” means Chapter 13 (§ 10.1-1300 *et seq.*) of Title 10.1 of the Va. Code.

SECTION C: Findings of Facts and Conclusions of Law

1. Strongwell Corporation owns and operates the Facility in Washington County, Virginia. The Facility is a fiberglass reinforced plastics manufacturing facility.
2. On August 28, 2018, DEQ staff conducted a PCE of the Facility. During the PCE, staff observed that pultrusion machine PM25 had been installed and operated. A review of files indicated that Strongwell Corporation had not requested revisions to the Title V permit to incorporate Federal applicable requirements for the equipment.
3. 9VAC5-80-50(A)(3) requires that “Except as provided in subsection C of this

section, the provisions of this article apply to the following stationary sources: (3) Any source, including an area source, subject to a standard, limitation, or other requirement under § 112 of the federal Clean Air Act.”

4. 9VAC 5-80-90(D)(2) requires that “Regardless of the emissions units designated in 9VAC5-80-720 A or C or the emissions levels listed in 9VAC5-80-720 B, the emissions from any emissions unit shall be included in the permit application if the omission of those emissions units from the application would interfere with the determination of the applicability of this article, the determination or imposition of any applicable requirement or the calculation of permit fees.”
5. 9VAC5-80-710(A)(4) requires that “Regardless of the emissions units designated in 9VAC5-80-720 A, B, or C, the emissions from any emissions unit should be included in the permit application submitted pursuant to Article 1 (9VAC5-80-50 et seq.) or Article 3 (9VAC5-80-360 et seq.) of this chapter if the omission of those emissions units would interfere with the determination of applicability of Article 1 (9VAC5-80-50 et seq.) or Article 3 (9VAC5-80-360 et seq.) of this chapter, the determination of or imposition of any applicable requirement, or the calculation of permit fees.”
6. On October 3, 2018 and October 30, 2018, Strongwell Corporation submitted correspondence detailing operation of pultrusion machine PM25.
7. On October 8, 2018, Strongwell Corporation submitted additional information to amend the current pending TV application for addition of pultrusion machine PM25.
8. On October 9, 2018, based on the August 28, 2018 PCE and the October 3, 2018 correspondence, the Department issued a Notice of Violation No. ASWRO001028 to Strongwell Corporation for the alleged violation described in paragraph C(2) above.
9. On October 15, 2018, the Department received a telephone voicemail response to the NOV from representatives of the Facility.
10. Based on the results of the August 28, 2018 PCE, the October 3, 2018 correspondence, the October 8, 2018 information submittal and the October 15, 2018 telephone response, the Board concludes that Strongwell Corporation has violated 9VAC5-80-50(A)(3), 9VAC5-80-90(D)(2), and 9VAC5-80-710(A)(4) as described in paragraph C(2) through C(5).

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 10.1-1309 and - 1316, the Board orders Strongwell Corporation and Strongwell Corporation agrees to:

Pay a civil charge of \$2,414 within 30 days of the effective date of the Order in settlement of the violation cited in this Order.

Each payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia", delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Strongwell Corporation shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Strongwell Corporation shall be liable for attorneys' fees of 30% of the amount outstanding.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend the Order with the consent of Strongwell Corporation for good cause shown by Strongwell Corporation, or on its own motion pursuant to the Administrative Process Act Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses only those violations specifically identified in Section C of this Order and NOV No.ASWRO001028 dated October 9, 2018. This Order shall not preclude the Board or Director from taking any action authorized by law, including, but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Strongwell Corporation admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Strongwell Corporation consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.

5. Strongwell Corporation declares it has received fair and due process under the Administrative Process Act and the Virginia Air Pollution Control Law, and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board or Director to modify, rewrite, amend, or enforce this Order.
6. Failure by Strongwell Corporation to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Strongwell Corporation shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Strongwell Corporation shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Strongwell Corporation shall notify DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of this Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

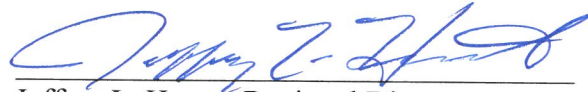
Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition listed above, which the parties intend to assert will result in the impossibility of compliance, shall constitute waiver of any claim of inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees, and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Strongwell Corporation. Nevertheless, Strongwell Corporation agrees to be bound by any compliance date, which precedes the effective date of this Order.
11. This Order shall continue in effect until:
 - a. The Director or his designee terminates the Order after Strongwell Corporation has completed all of the requirements of the Order.
 - b. Strongwell Corporation petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order, or
 - c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Strongwell Corporation.

Termination of this Order, or of any obligation imposed in this Order, shall not operate to relieve Strongwell Corporation from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Strongwell Corporation and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of Strongwell Corporation certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Strongwell Corporation to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Strongwell Corporation
14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
15. By its signature below, Strongwell Corporation voluntarily agrees to the issuance of this Order.

And it is ORDERED this 19th day of November, 2018



Jeffrey L. Hurst - Regional Director
Department of Environmental Quality

Strongwell Corporation voluntarily agrees to the issuance of this Order.

Date: 11/16/18 By: Lydia Sinemus
Lydia Sinemus, Corporate Director, HR & EHS
Strongwell Corporation – Strongwell Highlands

Commonwealth of Virginia

City/County of Bristol

The foregoing document was signed and acknowledged before me this 16th day of
December, 2018 by Lydia Sinemus who is
Corp Director, HR & EHS of Strongwell Corporation, on behalf of
the company.

Karen R Stanley
Notary Public
302801
Registration No.

My commission expires: 3/31/21

Notary Seal: